

**UNIVERSITY OF CALIFORNIA  
LAWRENCE LIVERMORE NATIONAL LABORATORY**

**MUTUAL NONDISCLOSURE AGREEMENT FOR EXCHANGE OF INFORMATION  
(NOV 1998)**

This Agreement, effective on the date the last party signs, is made by and between \_\_\_\_\_ (RECIPIENT) located at \_\_\_\_\_, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, located at 1111 Franklin Street, Oakland, CA 94607-5200 (THE REGENTS), under its Contract No. W-7405-ENG-48 with the U.S. DEPARTMENT OF ENERGY (DOE), as operators of the LAWRENCE LIVERMORE NATIONAL LABORATORY (LLNL), located at 7000 East Avenue, Livermore, CA 94550.

WHEREAS, THE REGENTS, as operators of LLNL, and RECIPIENT (hereinafter individually referred to as the PARTY or collectively as the PARTIES) wish to exchange certain confidential and proprietary information relating to \_\_\_\_\_ (PROPRIETARY INFORMATION), this Agreement will govern the conditions of mutual disclosure of PROPRIETARY INFORMATION by the PARTIES.

The PARTIES hereby agree

- (1) To perform all terms of this Agreement and to maintain the PROPRIETARY INFORMATION in confidence, giving it the same degree of care, but no less than a reasonable degree of care, as the RECIPIENT exercises with its own proprietary information to prevent its unauthorized disclosure.
- (2) To exchange and use the PROPRIETARY INFORMATION solely for the purpose of **evaluation, testing, and development of potential collaborations, joint ventures, and/or license of the technology.**
- (3) That neither PARTY, without the prior written consent of the other, will disclose any portion of the PROPRIETARY INFORMATION to others except to their employees, agents, consultants, subcontractors or Government personnel having a need to know in order to accomplish the sole purpose stated above, and who are bound by a like obligation of confidentiality under this Agreement.
- (4) That neither PARTY will have any obligation, nor will the DOE, assume any liability with respect to any portion of the PROPRIETARY INFORMATION that
  - (a) the receiving PARTIES can demonstrate by written record was previously known to them;
  - (b) is, or becomes, available to the public through no fault of the PARTIES;
  - (c) is lawfully obtained by the PARTIES from a third party and is not subject to an obligation of confidentiality owed to the third party; or

- (d) is independently developed by or for the PARTIES independent of any disclosure hereunder.
- (5) That PROPRIETARY INFORMATION disclosed by the PARTIES will be in writing and clearly marked "PROPRIETARY INFORMATION" or its equivalent. If such PROPRIETARY INFORMATION is initially disclosed orally or by demonstration, it will be identified as PROPRIETARY INFORMATION or its equivalent at the time of disclosure. The disclosing PARTY will, within 30 days thereafter: (a) reduce such PROPRIETARY INFORMATION to writing or other tangible form, referencing the date and type of PROPRIETARY INFORMATION disclosed, and mark it as PROPRIETARY INFORMATION or its equivalent; and (b) deliver a copy to the receiving PARTY. All protections and restrictions as to use and disclosure will apply during such 30 day period.
- (6) That all rights and title to the PROPRIETARY INFORMATION disclosed under to this Agreement will remain the property of disclosing PARTY unless otherwise agreed to in writing by the PARTIES.
- (7) That PROPRIETARY INFORMATION provided by any disclosing PARTY to any receiving PARTY shall be returned to the disclosing PARTY within five days of written request for such return by the disclosing PARTY.
- (8) That no copies shall be made by a receiving PARTY of any PROPRIETARY INFORMATION without the express written consent of the disclosing PARTY. Any copies so authorized shall be returned to the disclosing PARTY or destroyed in accordance with the term and demand provisions of this Agreement.
- (9) That the receiving PARTY agrees that with regard to any patent application provided as PROPRIETARY INFORMATION under this Agreement that no protest, public use proceeding, copied claims for provoking interference, or other action impeding issuance of any patent based on the disclosed application shall be filed by the receiving PARTY prior to issuance of such patent.
- (10) The PARTIES agree that any photocopy or facsimile copy of this fully-executed agreement shall have the same legal force and effect as any copy bearing original signatures of the PARTIES.

<b>Consultant:</b>	<b>Technical Contact for LLNL:</b>
Name:	Name:
Address:	Company Lawrence Livermore National Laboratory
	Address: 7000 East Avenue
	P.O. Box 808
	Livermore, CA 94551-0808
Phone:	Phone:
Fax:	Fax:

It is further agreed that the furnishing of PROPRIETARY INFORMATION does not constitute any grant or license to the other PARTY for any legal rights now or hereinafter held by either PARTY.

This Agreement will be subject to, and interpreted in accordance with, the laws of the State of California.

Unless terminated earlier by 30 days written notice by either PARTY to the other, this Agreement will remain in effect until \_\_\_\_\_, at which time the receiving PARTY will return or destroy the PROPRIETARY INFORMATION within 30 days of the termination of this Agreement. If the PROPRIETARY INFORMATION is destroyed, a certificate of destruction must be furnished to the disclosing PARTY within the 30 days. The secrecy and non-use obligations of the RECIPIENT set forth above will remain in effect for **five** years from the effective date.

The receiving PARTY acknowledges its obligations to control access to technical data under the U.S. Export Laws and Regulations and agrees to adhere to such Laws and Regulations with regard to any technical data received under this Agreement.

Any modification to this Agreement must be in writing and signed by the duly authorized representative of each PARTY.

D	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA LAWRENCE LIVERMORE NATIONAL LABORATORY
By: _____ (signature)	By: _____ (signature)
Name: _____	Name: _____
Title: _____ Consultant	Title: _____ Laboratory Counsel
Date: _____	Date: _____

**RETURN TO:** Lawrence Livermore National Laboratory  
Attention: **Consultant Office**  
7000 East Avenue  
P.O. Box 5012, L-650  
Livermore, CA 94551-5012

cc: